

EXHIBIT A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

SENON MARTINEZ MONTOYA,

Plaintiff,

- against -

HAVANA CENTRAL NY 2, LLC, and JEREMY
MERRIN,

Defendant.

No. 1:23-cv-00111

**DEFENDANTS' RULE 68
OFFER OF JUDGMENT**

Pursuant to Rule 68 of the Federal Rules of Civil Procedure ("FRCP"), defendants Havana Central NY 2, LLC and Jeremy Merrin (collectively, "Defendants") hereby offer to allow judgment to be taken against them, and in favor of plaintiff Senon Martinez Montoya ("Plaintiff"), on the claims that were brought by Plaintiff against Defendants in the above-captioned action (the "Action"), on the following terms:

In an amount of \$34,250.00, inclusive of all damages, liquidated damages, statutory damages, penalties, compensatory damages, punitive damages, monetary damages, losses, interest, costs, and attorneys' fees (collectively, "Payment Amount"). Pursuant to this Offer of Judgment Plaintiff shall be entitled only to the Payment Amount. Accordingly, if Plaintiff accepts this Offer of Judgment, Plaintiff is not entitled to any further payment from Defendants with respect to this matter, or any other matter. Plaintiff may not request that the Court award Plaintiff any attorneys' fees and costs through the date of service of this Offer of Judgment.

Pursuant to FRCP 68, if Plaintiff does not accept this Offer of Judgment within fourteen (14) days of the date that it is served on his counsel, it is deemed withdrawn. Moreover, if Plaintiff does not accept this Offer of Judgment before it is deemed withdrawn, and Plaintiff fails to obtain a more favorable judgment than this Offer of Judgment, Plaintiff shall be obligated to

pay all costs and attorneys' fees incurred by Defendants after the making of this Offer of Judgment, in addition to Plaintiff's own costs and attorneys' fees incurred.

This Offer of Judgment is made for the purposes specified in FRCP 68 only and is not admissible, except as provided in FRCP 68. This Offer of Judgment shall not constitute and is not to be construed as an admission that Defendants are liable to Plaintiff in this Action or otherwise. Moreover, this Offer of Judgment shall not constitute and is not to be construed as an admission that Plaintiff suffered any damages and/or is entitled to an award of attorneys' fees and costs in this Action. Defendants expressly deny all such liability.

Acceptance of this Offer of Judgment will act to dismiss with prejudice all claims raised by Plaintiff in this Action.

Dated: New York, New York
June 12, 2024

FOX ROTHSCHILD LLP

/s/ Glenn S. Grindlinger
Glenn Grindlinger, Esq.
Fox Rothschild LLP
101 Park Avenue, 17th Floor
New York, NY 10178
Telephone (212) 905-2305
Facsimile (212) 692-0940
E-mail: GGrindlinger@foxrothschild.com
Attorneys for Defendants

To: Jason Mizrahi, Esq.
Levin-Epstein & Associates, P.C.
60 East 42nd Street, Suite 4700
New York, NY 10165
Telephone: (212) 792-0048
Facsimile: (646) 786-3170
Email: Jason@levinepstein.com
Attorneys for Plaintiff